

EXHIBIT 1-B



**SCHEDULE A
STATEMENT OF WORK (OUTBOUND TELESERVICES)**

This Statement of Work ("SOW") between **Direct Energy LP.**, ("Direct Energy") and Total Marketing Concepts, Inc. ("Vendor") dated March 4, 2015 ("Effective Date") incorporates and is subject to the terms and conditions of the Teleservices Agreement dated March 4, 2015 (the "Agreement") between Direct Energy Services, LLC ("DES") and Vendor. All capitalized terms not defined herein shall have the meaning specified in the Agreement. Each of Vendor and Direct Energy may be referred to herein as a "Party" or, collectively, as "Parties." If this SOW is entered into by an affiliate of DES, then pursuant to Section 1.6 of the Teleservices Agreement this SOW along with the Teleservices Agreement shall constitute a separate agreement between the Parties hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Direct Energy and Vendor agree:

1. **Scope of Services.** Vendor shall provide the services set forth below in accordance with the terms and conditions herein:
 - a. Vendor will use its best efforts to identify and acquire customers for Direct Energy via outbound teleservices, and if applicable, inbound teleservices (the "Services") within the jurisdictions Direct Energy may dictate from time-to-time in writing (collectively, "Territory") in accordance with the terms and conditions set forth below.
 - b. Vendor shall provide the Services for the Direct Energy customer segments ("Customer Segments") and Direct Energy telesales and/or telemarketing campaigns ("Campaign") set forth in Exhibit A.
 - c. Vendor shall provide, and shall ensure that its customer service representatives ("CSRs") provide the Services in accordance with the terms of this SOW, in a professional and business-like manner, consistent with leading standards and practices of the telesales industry, and in compliance with approved script materials provided by Direct Energy ("Scripts").
 - d. Vendor shall provide the Services during the times and on the dates as follows (the "Program Hours"): Monday through Saturday between the hours of 8 AM (ET) and 11 PM (ET), except for the "holidays" set forth below, unless otherwise specified in writing by Direct Energy at least seven (7) business days before the date that is the subject of such writing or as agreed according to by the Parties. The Parties consider the following "holidays" for purposes of this SOW: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.



- e. Vendor shall recruit and organize a team of CSRs and ensure the staffing profile of CSRs is specific to the Services and consistent with the terms and conditions set forth herein and any separate instructions provided by Direct Energy in writing.
- f. Vendor shall train and manage staff, employees, CSRs and associated resources, as required, to provide the Services in accordance with the Direct Energy's training instructions and materials.
- g. Vendor shall facilitate "focus groups" at the Direct Energy's request to obtain direct feedback from third party customers regarding their contract experiences with Vendor and/or its CSRs.
- h. Vendor shall call record and verify all telemarketing calls made or received by Services Provider and/or CSRs that result in sales to any third party ("Verified Sales").
- i. Vendor shall maintain copies of telephone recordings in digital form (in ".wav" format or such other format as Direct Energy may require, the "Sound Files") and shall make two permanent digital backup copies to be stored by Vendor for the duration of the Term of this SOW or Agreement (whichever is longer) plus an additional five (5) years ("Sound Files Recordkeeping Period") and must provide the Sound Files to Direct Energy at the end of the Sound Files Recordkeeping Period in a format to be agreed upon by the Parties. Vendor shall store one of the copies of the Sound Files onsite for thirty (30) days and thereafter may store all copies at an offsite location.
- j. Vendor shall deliver all Sound Files to Direct Energy on a daily basis to Direct Energy's file transfer protocol site according to the Direct Energy's security standards, which must include appropriate encryption and other security measures. Each day's Sound Files shall be delivered by 10:00am CT on the next day. At the request of Direct Energy, Vendor will provide a compact disk for each thirty (30) day period that contains all Sound Files for all calls during that period. In addition, Vendor shall deliver, in a manner specified by Direct Energy, promptly on request, individual or multiple Sound Files for the purpose of investigating any customer or regulatory complaints or requests.
- k. Vendor shall provide a minimum of eight (8) call quality monitoring evaluations per CSR per calendar month using a call quality evaluation template that will be developed jointly between Direct Energy and Vendor.
- l. Vendor shall provide a level of supervision for each CSR used to provide the Services that Direct Energy deems appropriate. Direct Energy expects the Vendor's program supervisor to spend 85-90% of his or her time worked during the Program Hours coaching and motivating CSRs, listening to telemarketing calls, and driving overall sales performance and sales quality improvements.



- | m. Vendor shall allow Direct Energy to be present during the Program Hours to assist with motivating, coaching and training CSRs and team managers, launching incentives, evaluating the Services and assisting with overall sales performance.
 - | n. Vendor shall allow Direct Energy to specify the number of CSRs providing the Services at any time.
 - | o. Vendor shall participate in a weekly two (2) hour calibration session between Direct Energy and Vendor's Management Team.
 - | p. Vendor shall evaluate each recorded sale as it pertains to the verification portion of the Script and ensure all requirements are met verbatim.
 - | q. Vendor shall provide complete daily sales file(s) to Direct Energy in a format acceptable to Direct Energy.
 - | r. Vendor shall consult with Direct Energy to improve Scripts and advise of issues with respect to the Scripts to:
 - i. ensure compliance with all applicable laws; and
 - ii. manage any customer contacts in a manner to maximize the effective performance of each CSR.
 - s. Vendor shall perform the Services in a professional, honest and ethical manner, without engaging in any false, misleading or deceptive conduct.
 - t. Vendor shall adhere to those fiduciary standards, ethical practices, and standards of care and competence which are customary for professionals engaged in rendering the type of Services described herein, and any Direct Energy policies, including Direct Energy's Statement of Business Ethics, provided to Vendor from time to time.
 - u. Vendor shall provide all Services in accordance with all applicable laws, regulations and rules, including, without limitation, the Telephone Consumer Protection Act of 1991, as amended, and all accompanying regulations and rules.
 - v. Vendor shall arrange and maintain exclusive toll-free numbers for the Services performed hereunder (specific numbers) to facilitate tracking and reporting of outbound teleservices results, and if applicable, inbound teleservices results to Direct Energy.
2. **Location(s).** The Services described herein will be provided at the call center location(s) listed below:



i. ENTER Service Provider Address 4395 ST Johns Parkway, Sanford FL 32771

OR

ii. Enter second address

3. **Representatives.**

Vendor Representative:

[Insert Representatives Titles & Contacts]

Direct Energy Representative:

Vendor Manager – Hector Laya
Sr. Vendor Manager – Jennifer Lee
Procurement Manager – Brian Cain
Sr. Director Call Centers – Jack Meek

4. **Term.** This SOW will be effective as of the Effective Date and, unless earlier terminated in accordance with the terms set forth in this SOW or the Agreement, will continue through [Enter Date] (the "Initial Term"). This SOW shall be renewed automatically on a six (6) month consecutive basis (each a, "Renewal Term") following the end of the Initial Term unless a Party provides to the other Party notice of termination of this SOW at least sixty (60) days in advance of the date of expiration of the Initial Term or Renewal Term, as applicable (the Renewal Term(s), if any, along with the Initial Term, shall be referred to herein as the "Term"). During the Term, either party may terminate this SOW in accordance with the terms of the Agreement or if Vendor does not meet or exceed the Performance Metrics (such term defined below) as set forth below. Furthermore, either party may terminate any Campaign for any reason or no reason by providing thirty (30) days' prior written notice to the other party.
5. **Record Keeping.** Vendor will retain on record during the Term of the SOW or Agreement (whichever is longer) plus an additional five (5) years all information related to leads sources, leads identities, inbound telesales calls, enrollments, and any third party consents required by applicable laws related to a lead and its subsequent outbound telesales call. Vendor shall make such information available to Direct Energy within one (1) business day of Direct Energy's request. Except as provided by law, and within the terms and conditions of this SOW, Direct Energy shall use such information solely in support of services rendered by Vendor hereunder, or in response to complaints or enrollment issues raised by any third party. Vendor will provide to Direct Energy any opt-out record for third parties contacted or solicited via this Services hereunder so Direct Energy can maintain its own internal do-not-call or do-not-email lists. Likewise, Direct Energy will provide to Vendor



any do-not-contact requests from third parties who previously contacted Direct Energy directly.

6. **Reporting.** Vendor shall provide the following reports daily, weekly and monthly:

(a) Outbound Teleservices

- i. Outbound performance report – details of report for outbound calling performance
- ii. Agent Performance report – details of report for agents' performance
- iii. Outbound Disposition Report – details of report for dialer disposition code
- iv. Outbound Sales reports – Cumulative Details of the Sales activities
- v. Outbound Agent Sales report – Agent level Details of the Sales activities
- vi. Sales Per Hour reports – details regarding total number of Sales per hour per agent
- vii. Production hour report – details of report for production hour monitoring
- viii. Details of all compliance failures – Report detailing any compliance matter
- ix. Training Service Activities report – Report regarding training schedules
- x. Training Performance report - Report for new & reoccurring training performance
- xi. Cost to Acquire report – details and costs associated with partner performance costs

(b) Inbound Teleservices (if applicable)

- i. Details of inbound Call statistics and performance
- ii. Any other report requested by Direct Energy from time to time.
- iii. Inbound intraday reporting.
- iv. Inbound Center score card report
- v. Variance to Actual reporting for month to date.
- vi. Cap plan reporting w/ attrition
- vii. Transfer rate % and dispositions
- viii. QA reporting including compliance to PTG, DPP regulatory scripting.
- ix. Training file. (Class billable or non-billable, Attendance, number of hours) Back up for any training concerning bill backup data.

7. **Compensation Structure & Payment Terms.** The compensation structure and payment terms for the Services provided by Vendor shall be set forth in **Exhibit B** ("Compensation & Payment Terms").

8. **Performance Metrics.** The chart set forth in **Exhibit C** sets forth the minimum performance requirements required by Direct Energy for the provision of Services by Vendor (collectively, "Performance Metrics"). If Vendor does not meet any of the Performance Metrics at any time, Direct Energy shall have the right to immediately (i) terminate this SOW and/or (ii) modify the Compensation & Payment Terms.

9. **Additional Campaigns.** At any time and from time-to-time Direct Energy may request in writing that Vendor provide the Services for one or more additional campaigns ("Additional



Campaign(s)”) for an initial thirty (30) calendar day ramp up period (“Ramp-Up Period”). During the Ramp-Up Period, the compensation structure and payment terms for the Services provided for the Additional Campaign(s) shall be mutually agreed to by the Parties. At the conclusion of the Ramp-Up Period, if Direct Energy requests that Vendor continue to provide the Services for the Additional Campaign(s), then (i) the compensation structure and payment terms shall be consistent with those terms set forth in Exhibit B and the Parties will amend Exhibit A to add such Additional Campaign.


[Signatures on following page.]



Each of the Parties represents and warrants that the signatory below has authority to sign this SOW on its behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be duly executed as of the Effective Date.

Direct Energy, LP.

Signature: 
Print Name: Brian Cain
Title: Operations Category Manager

Total Marketing Concepts, Inc.


Signature: 
Print Name: George Lonabaugh
Title: President



EXHIBIT A
AUTHORIZED CUSTOMER SEGMENTS & CAMPAIGNS

Customer Segments

- [Commercial or Business to Business Sales.
- Residential or Business to Consumer Sales.
- Appointment booking for Home Services.]


Campaigns



EXHIBIT B
COMPENSATION STRUCTURE & PAYMENT TERMS

[Language & Table Below Exemplary only
and may vary depending on Services and LOB.]

Compensation Structure. The table below sets forth the compensation that Vendor will receive from Direct Energy for [Billable Production Hours] and each [Lead Generated, Net Commercial Sale, Net Residential Sale and/or Net Service Appointment Ran] (collectively, "Compensation").

<u>TMC Pricing for Residential</u>	
<u>Plan</u>	<u>Net Safe</u>
	<u>\$</u>
<u>12 months</u>	
<u>12 months+ DEPP plan</u>	
<u>24 months</u>	
<u>24 months + NEST</u>	
<u>24 months + NEST + DEPP</u>	
<u>plan</u>	
<u>DE Pre-Paid (Power to Go)</u>	



Payment Terms. For each calendar month, Vendor shall provide Direct Energy an invoice within five (5) business days of the end of such calendar month for the Compensation due to Vendor for all [Billable Production Hours] and each [Lead Generated, Net Commercial Sale, Net Residential Sale and/or Net Service Appointment Ran] during such calendar month ("Invoice"). The Invoice if undisputed by Direct Energy will be paid within forty-five (45) days of receipt.

Defined Terms [Updated Depending on Services & LOB]

- (a) Billable Production Hours
- (b) Lead Generated
- (c) Net Commercial Sale
- (d) Net Residential Sale
- (e) Net Service Appointment Ran
- (f) SPH or Net Sales Per Hour



EXHIBIT C
PERFORMANCE METRICS

[Table Below Exemplary only and may vary depending on Services and LOB.]

<u>Metric</u>	<u>Definition</u>	<u>Calculation</u>	<u>Frequency</u>	<u>Target</u>
<u>Cost to Acquire (CTA):</u>	The cost of a business to acquire a new customer. For this purpose, costs are defined as all costs incurred under the specific Call type inclusive of New Hire training, inbound IVR & Talk time, commissions and production costs	The customer acquisition cost is calculated by dividing total acquisition costs by total new customers over a set period of time.	Daily; Weekly; Monthly; Quarterly	
<u>Conversion Rate:</u>	The sales conversion rate is defined as the total number of sales in relation to number of calls received over a specified period.	Number of sales in relation to number of calls initiated or received.	Daily; Weekly; Monthly; Quarterly	
<u>Total Sales Generated:</u>	Sales generates is defined as the total number of sales after failures or buyer remorse withdrawals	Total Number of Net Sales (Verified) divided by the sales generated by the live Agents.	Daily; Weekly; Monthly;	